

D I C K S T E I N S H A P I R O M O R I N & O S H I N S K Y L L P

2101 L Street NW • Washington, DC 20037-1526

Tel (202) 785-9700 • Fax (202) 887-0689

Writer's Direct Dial: (202) 775-4778

E-Mail Address: LeveridgeR@dsmo.com

November 25, 2003

BY FACSIMILE

Honorable Jan E. DuBois
United States District Court
Eastern District of Pennsylvania
601 Market Street, Room 12613
Philadelphia, PA 19106

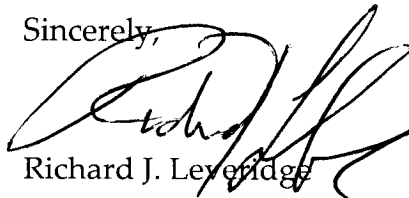
Re: In re Linerboard Antitrust Litigation, MDL Docket No. 1261

Dear Judge DuBois:

Attached please find a courtesy copy of a Stipulation and [Proposed] Order of Dismissal with attachment dismissing defendant Simpson Tacoma Kraft Co. without prejudice from the above-caption actions. This document is being filed with the clerk's office today.

Thank you for your attention this matter.

Sincerely,



Richard J. Leveridge

RJL/jth
Attachment

cc: All Counsel of Record Via Verilaw

1177 Avenue of the Americas • New York, NY 10036-2714

Tel (212) 835-1400 • Fax (212) 997-9880

www.DicksteinShapiro.com

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LINERBOARD ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Procter & Gamble Company, et al. v. Stone
Container Corporation, et al.,

Milne Fruit Products, Inc., et al. v. Stone
Container Corporation, et al.

United States Gypsum Co., et al. v. Stone
Container Corporation, et al.

Mars, Incorporated, et al. v. Stone Container Corporation, et al.

MDL No. 1261 (JED)

Case Number: 03C-3944
Northern District of Illinois

Case Number: 03C-4049
Northern District of Illinois

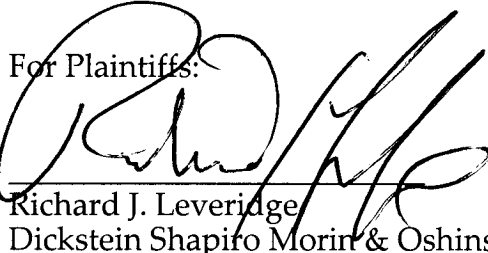
Case Number: 03C-3958
Northern District of Illinois

Case Number: 03C-6977
Northern District of Illinois

STIPULATION AND [PROPOSED] ORDER OF DISMISSAL

It is hereby stipulated by and between Plaintiffs in the above-captioned actions and Simpson Tacoma Kraft Company, LLC as successor to defendant Simpson Tacoma Kraft Co. ("Simpson") that, pursuant to the terms of the Agreement attached hereto as Exhibit 1, the parties request the Court to enter this Order, dismissing Simpson from the above-captioned actions without prejudice and costs to any party.


For Plaintiffs:



Richard J. Leveridge
Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street, NW
Washington, DC 20037-1526
(202) 785-9700

Attorneys for Plaintiffs in the Procter &
Gamble Company, et al.,
Milne Fruit Products, Inc., et al. and Mars,
Incorporated, et al. Complaints

For Simpson Tacoma Kraft Company,
LLC:



Joseph R. Breed
Simpson Tacoma Kraft Company, LLC
1301 Fifth Avenue, Suite 2800
Seattle, Washington 98101-2613
(206) 224-5040



Gerald Saltarelli
James Morsch
Butler Rubin Saltarelli & Boyd
70 W. Madison, Suite 1800
Chicago, Illinois 60602
(312) 444-9660

Attorneys for Plaintiffs in United States
Gypsum Co., et al. Complaint

So Ordered:

Jan E. DuBois
United States District Court Judge

AGREEMENT

This AGREEMENT is made by and between Plaintiffs The Procter & Gamble Company, Anheuser-Busch Companies, Inc., Baxter Healthcare Corporation, Berry Packaging, Inc., Berry Packaging of South Carolina, Berry Plastics Corporation, Campbell Soup Company, Cardinal Health 200, Inc., Chiquita Brands International, Inc., Choctaw Maid Farms, Inc., The Clorox Company, The Coca-Cola Company, Coca-Cola Enterprises Inc., Colgate-Palmolive Company, ContiGroup Companies, Inc., Coors Brewing Company, Dairy Farmers of America, Inc., Dole Food Company, Inc., Domino's Pizza LLC, Eastern Block, Incorporated, E.I. Du Pont De Nemours & Company, Eveready Battery Company, Inc., FAC Acquisition, LLC, Farmland Foods, Inc., Farmland National Beef Packing Company, L.P., Foster Poultry Farms, Inc., General Mills, Inc., George's, Inc., Hallmark Cards, Incorporated, Highland-Exchange Service Cooperative, H.J. Heinz Company, Kraft Foods North America, Inc., Land O'Lakes, Inc., Lorillard Tobacco Company, Malt-O-Meal Company, Mattel, Inc., Medline Industries, Inc., Miller Brewing Company, Moark, LLC, Nestle USA, Inc., Nestle Purina PetCare Company, Nestle USA— Prepared Foods Division, Inc., Nestle Waters North America, Newell Rubbermaid, Inc., Ok Foods, Inc., Papa John's International, Inc., PepsiCo, Inc., Philips Electronics North America Corporation, Pilgrim's Pride Corporation, Premium Standard Farms, Incorporated, Purina Mills, LLC, Ralcorp Holdings, Inc., Rich Products Corporation, Schreiber Foods, Inc., Seaboard Corporation, The Sherwin-Williams Company, Simmons Foods, Inc., SmithKline Beecham Corporation d/b/a GlaxoSmithKline, Stepan Company, Tyson Foods, Inc., Welch Foods Inc., A Cooperative, WestPoint Stevens Inc., Xerox Corporation, Yum! Brands, Inc., and their respective affiliates, subsidiaries and predecessors-in-interest as listed on Attachment A of the Procter & Gamble Company,

et al. Complaint, Milne Fruit Products, Inc., Ocean Spray Cranberries, Inc., Mars, Incorporated, Ethel M. Chocolates, Inc., Seeds of Change, Inc., d/b/a Sustainable Agrico, L.L.C., and Wal-Mart Stores, Inc., United States Gypsum Company, USG Interiors, Inc., PepsiAmericas, Inc., Pepsi-Cola General Bottlers, Inc., Pepsi-Cola General Bottlers of Indiana, Inc., Pepsi-Cola General Bottlers of Ohio, Inc., Pepsi Cola General Bottlers of Iowa, Inc., Marquette Bottling Works, Inc., DakBev, LLC, and Delta Beverage Group, Inc. (collectively "Plaintiffs"), and Simpson Tacoma Kraft Company, LLC as successor to Simpson Tacoma Kraft Company ("Simpson"):

NOW, THEREFORE, in consideration of the obligations expressly set forth herein, the adequacy of which is expressly acknowledge by all parties hereto, the parties to this Agreement, through their undersigned counsel, intending to be legally bound, mutually agree as follows:

1. Plaintiffs shall immediately dismiss without prejudice and costs to any party all claims asserted against Simpson, and request that the Court enter the Stipulation and [Proposed] Order of Dismissal attached hereto.

2. In the event Plaintiffs file a new action, or amend their Complaint, to assert a claim against Simpson for price fixing of linerboard or corrugated boxes or corrugated sheets during the relevant period detailed in their Complaints, the statute(s) of limitations applicable to such a claim is tolled and shall be applied and construed as if such new action or Amended Complaint were filed on June 10, 2003.

3. Upon the Court's entry of the Stipulation and [Proposed] Order of Dismissal, Plaintiffs will withdraw their First Request for Production of Documents to Defendant Simpson Tacoma Kraft Company, except for Request Nos. 4, 7 and 13. Simpson, within 30 days of the entry of the Stipulation and [Proposed] Order of

Dismissal, will produce the requested information pursuant to the Definitions and Instructions of Plaintiffs' First Request for Production of Documents to Defendant Simpson Tacoma Kraft Company. The time period applicable to Requests Nos. 7 and 13 shall be January 1, 1990 through December 31, 1998. Such materials may be used by Plaintiffs only in connection with the above-captioned Complaints and for no other purpose, and along with any copies of and work product referring to or incorporating the substance or contents of such materials, shall be returned to Simpson or destroyed at the conclusion of the actions. Such materials shall be treated as confidential under the terms of the confidentiality order entered by the court in In re Linerboard Antitrust Litigation, MDL No. 1261, pending in the United States District Court for the Eastern District of Pennsylvania. Simpson agrees to accept service of any additional discovery requests from Plaintiffs, including Notices of Depositions, and will respond thereto as if it still remained a party in the above-captioned actions. Any disputes will be presented to Judge DuBois of the Eastern District of Pennsylvania for resolution.

4. Except as provided herein, Plaintiffs and Simpson expressly reserve any and all rights, together with any and all defenses, with respect to the claims dismissed by Plaintiffs, including but not limited to, (a) the rights, if any, afforded to Plaintiffs under the Stipulation of Dismissal, and the Agreement attached as Exhibit 1 thereto, executed by the Named Plaintiffs in Civil Action Nos. 98-CV-5055, 98-CV-5251, 98-CV-5228, 98-CV-5384 and 99-CV-2549 (collectively "Class Action Complaints"), and Simpson, filed September 3, 1998, and Order of Dismissal entered November 8, 1999, in In re Linerboard Antitrust Litigation, MDL No. 1261, including without limitation, any and all tolling or suspension of the statute(s) of limitations afforded thereunder; (b) Plaintiffs' claims are barred in whole or in part by the Illinois Brick doctrine; or (c) any statute(s) of limitation or other period of limitation applicable to Plaintiffs' claims expired prior to the date that Plaintiffs' above-captioned Complaints were filed.

5. Neither this Agreement nor any recital or statement contained herein shall be construed as an admission of liability by any party.

6. This Agreement shall, by the terms hereof, except for the provisions of paragraph 3 herein, terminate, cease, expire and be of no further force or effect on September 30, 2004.

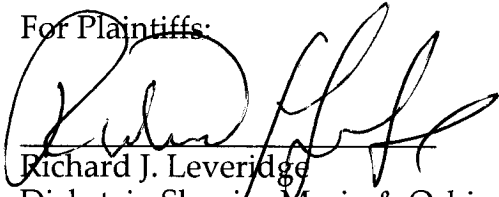
7. This Agreement may be modified only through written consent of all parties.

8. Simpson will not oppose, on any basis, including prejudice or inexcusable delay, any motion by the Plaintiffs for leave to amend their complaints to name Simpson filed on or before September 30, 2004. This agreement, however, shall not be construed as precluding Simpson from filing a motion to dismiss the allegations of any such amended complaint.

9. This Agreement shall be governed and construed according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws doctrine. None of the parties will be deemed to be the drafter of this Agreement, and the rule of law construing ambiguous terms against the drafter will not be employed against any party in the interpretation of this Agreement.

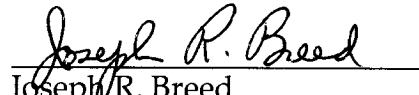
10. Execution of Counterparts. The parties may execute the Agreement in counterparts via facsimile.

For Plaintiffs:


Richard J. Leveridge
Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street, NW
Washington, DC 20037-1526
(202) 785-9700

Attorneys for Plaintiffs in the Procter &
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For Simpson Tacoma Kraft Company,
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Joseph R. Breed
Simpson Tacoma Kraft Company, LLC
1301 Fifth Avenue, Suite 2800
Seattle, Washington 98101-2613
(206) 224-5040


Gerald Saltarelli
James Morsch
Butler Rubin Saltarelli & Boyd
70 W. Madison, Suite 1800
Chicago, Illinois 60602
(312) 444-9660

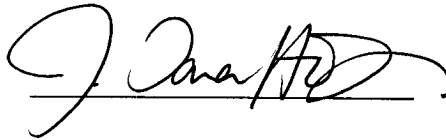
Attorneys for Plaintiffs in United States
Gypsum Co., et al. Complaint

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2003, a copy of this document was served on counsel through Verilaw in accordance with the procedures set forth in the Court's Order dated October 23rd, 2003. I also certify that on November 24, 2003, a copy of this document was served by U.S. Mail on Liaison Counsel for the Class Plaintiffs as identified below.

Howard I. Langer, Esq.
SANDALS & LANGER, LLP
One South Broad Street
Suite 1850
Philadelphia, PA 19107
Tel: (215) 825-4004
Fax: (215) 825-4001

On Behalf of the Class

A handwritten signature in black ink, appearing to read "H. Langer", written over a horizontal line.